

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
FOREFRONT ARCHITECTURE AND ENGINEERING, LLC
FOR TAX COLLECTOR'S NORTHEAST REGIONAL SERVICE CENTER BUILDING
DESIGN
RSQ #16-0014**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Forefront Architecture and Engineering, LLC, a Florida for profit corporation, its successors and assigns, herein referred to as the CONSULTANT.

WHEREAS, the COUNTY has publicly submitted a Request for Statement of Qualifications (RSQ), #16-0014, for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ #16-0014 was issued and Procurement Services did seek proposals from firms qualified to provide the design and applicable construction administration of a single story building, (herein referred to as the PROJECT); and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the COUNTY did hold a negotiation meeting in which the COUNTY and the CONSULTANT did reach mutual agreement as to the terms and conditions of such services;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONSULTANT to provide the design and applicable construction administration of a single story building to be used by the Lake County Tax Collector for a variety of functions.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to perform the services set forth herein in **Attachment A**, known as the Scope of Services, attached hereto and incorporated herein by reference. The CONSULTANT shall be governed by the Scope of Work and Fee Schedule set forth in **Attachment B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager. The CONSULTANT hereby agrees that time is of the essence in completing this Project and shall complete all design work described in **Attachment A** within the time set forth in **Attachment B** in the section entitled "Project Timeline."

3.2 This Agreement shall be effective beginning on the date the last party hereto executes it and shall continue in effect until such time as the services described herein have been completed, and accepted, by the COUNTY's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

3.3 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.4 The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public and private property, along and adjacent to the work site and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work hereunder, or in consequence of the non-execution thereof on the part of the CONSULTANT, the CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. If the CONSULTANT fails to restore such damaged or injured property, the COUNTY may make such repairs as are necessary and deduct the cost of such repairs from the contract balance.

Article 4. Payment

4.1 Payment shall be made in accordance with the Fee Estimate as attached in **Attachment B**. In no event shall the contract amount exceed \$92,000.00, unless a change order has been executed in accordance with the COUNTY's Purchasing Policy and Procedures. A copy of the COUNTY's Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

4.2 Invoices shall be submitted in duplicate to the Department of Procurement Services, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number and a detailed description of services and fees.

4.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.4 The CONSULTANT shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion.

4.5 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, as set forth in **Attachment B**, attached hereto and incorporated herein by reference. The CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.6 In the event a specific project is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.

Article 5. County Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY's Project Administrator and/or Spokesperson.

5.2 The COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Special Terms and Conditions

6.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

6.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.4 Indemnity. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the professional in the performance of the contract.

6.5 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Ownership of Deliverables. The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

6.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

6.8 **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Should the CONSULTANT be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

6.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.10 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

6.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding One Hundred Ninety Five Thousand dollars (\$195,000.00), the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

6.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.14 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.15 Right to Audit. The County reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.16 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in the COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, sdugan@lakecountyfl.gov.

6.17 Insurance. The CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONSULTANT or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or Subconsultant(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

6.18 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

6.19 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:
Norman Gross, President
1230 Oakley Seaver Dr., Ste. 200
Clermont, FL 34711

If to COUNTY:
County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800
Fax: (352) 343-9495

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Attachments:

Attachment A	Scope of Services
Attachment B	Scope of Work and Fee Schedule

ATTACHMENT A

SCOPE OF SERVICES

1. Purpose

The COUNTY, Pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA), and the "business friendly" initiatives approved by its Board of County Commissioners, solicited statements of qualifications and letters of interest from firms qualified to provide the design and applicable construction administration of a single story building.

2. Scope of Services.

The CONSULTANT will be required to provide the design and applicable construction administration of a single story building to be used by the Lake County Tax Collector for a variety of functions. The facility will be constructed and designed in order to effectively provide for services such as issuance of driver's licenses and identification cards, license plates and motor vehicle titles, and the processing of concealed weapon permit applications and renewals. It is estimated at this time that this facility will be approximately 12,600 sq. ft. and the estimated total project budget (construction, FFE, professional fees, and soft costs) of less than \$3,500,000 and will include but not be limited to site development costs, parking lot for approximately 100 vehicles, site lighting, landscaping, signage, security measures, and building costs. The building design can be a previously designed facility modified for this purpose.

The services to be provided at this building require various degrees of security measures as outlined by the Department of Homeland Security, Florida Department of Highway Safety and Motor Vehicles, and Department of Agriculture and Consumer Services. All such required measures shall be incorporated into the building and site design. The design professionals' knowledge of such requirements is essential in the planning and design of this project.

The CONSULTANT will help coordinate and move this project forward from the design through final construction. The CONSULTANT shall provide detailed construction plans and specifications to comply with the state and local building codes and when complete provide "as built" drawings in hard copy and electronic formats; both pdf and AutoCad/Revit file formats.

Minimum work tasks to be provided by the CONSULTANT:

Needs Assessment & Programming

Work with COUNTY Staff on the needs and uses of the building. Conduct meetings to discuss and develop user program elements, conceptual design, and agreement regarding modification of a firm's previous design or design features a newly created design.

Design Services

The Design Services is all architectural and engineering services excluding civil engineering services to provide site and building design for the successful construction of the building. These services include but not are limited to architectural design, structural engineering, mechanical engineering, electrical engineering, landscape architecture, interior design, signage design, permitting, and any other services necessary for agency approval of a design. The CONSULTANT shall develop design through a coordinated effort with the COUNTY's selected on-call Construction Manager.

Construction Administration

Evaluate and process all submittals, RFIs, change orders, pay applications and all other necessary document necessary for the construction of the building.

Post Construction Design Services

Review and approve as-built drawings, Operations & Maintenance Manuals, and warranties submitted by the Contractor.

ATTACHMENT B
SCOPE OF WORK AND FEE SCHEDULE



This Exhibit is a companion to the Agreement between Forefront Architecture and Engineering, LLC. AND Lake County Florida dated 05-06-2016 which outlines the specific requirements of the project services and obligations of the Consultant and Client. This Exhibit identifies specific requirements for:

Project Name: Tax Collector's Northeast Regional Service Center

Project Scope:

Provide Professional design services associated with a new tax collector office facility located in Tavares, Florida. The new facility will be comprised of a +14,300 square foot building and constructed for the Lake County Tax Collector.

Services for this project are agreed to include the following:

Schematic Design

- Clarify the project program
- Consult with the owner to determine project goals and requirements
- Develop study drawings, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, and form for the owner to review
- Two (2) design reviews at this stage are included
- Shall include up to (3) sets of design documents for review
- Meetings with client when needed

Design Development

- Introduce mechanical, electrical, plumbing, structural, and architectural details
- Production of floor plans, and elevations with full dimensions
- Shall include up to (3) sets of design documents for review
- Meetings with client when needed

Construction Documents

Architectural – (Forefront)

- Evaluation of design requirements – meeting(s) with Client
- Finalize dimensioned floor plans and elevations
- Review and update for applicable current code requirements
- Create sections, and wall sections for project development
- Development of required schedules, details, and sections
- Architect will prepare interior finish schedule and plan based on Client supplied specifications

1230 Oakley Seaver Dr. Ste 200
FFAE Clermont FL 34711
Fax: (888) 850-3321

www.forefrontae.com

Tel: (888) 850- 1

- Shall include up to (3) sets of design documents for review at 50% and up to (3) sets of design documents for review at 100%
- Meetings with client when needed

Structural – (Forefront)

Foundation

- Preparation of foundation design plan and analysis
- Foundation design based on soils ability to support conventional shallow footings. A soils report is required.

Roof Framing

- Development of roof framing plan and details

Electrical – (Ingenuity Engineers, Inc.)

- The design shall include building lighting, power distribution, receptacle layouts, and equipment connections.
- Security, Data, Public Address, Video, CATV, CCTV, and all other Information technology systems, as well as telecommunication pathways system designs are not included in this design and will include conduit systems only, with coordination with owner supplied communication switching and wiring equipment.
- Building Fire Alarm system design is included as required per local code.
- Site lighting and photometric design
- The electrical systems will be designed per the latest adopted editions of the Florida Building Code, National Electrical Code, ADA, and all State and local jurisdictional codes.

Mechanical – (Ingenuity Engineers, Inc.)

- New HVAC distribution will be provided to new offices and waiting room areas. Direct Expansion (DX) HVAC systems will be provided for all spaces, including specific ventilation requirements for identified areas.
- The mechanical system will be based upon the latest adopted edition of the Florida Building Code and all State and local jurisdictional codes. Production and growing areas will be designed for +/- 75 degrees F.

Plumbing – (Ingenuity Engineers, Inc.)

- Plumbing systems will be provided for all spaces and processes as required by owner and per the process requirements of the process equipment.
- All underground water and sewer will be stubbed out of the building 5'-0" in the direction of the domestic and water production service, and will be coordinated with the civil engineer.

Fire Protection – (Ingenuity Engineers, Inc.)

- An NFPA 13 fire protection work for the buildings is included in this proposal. Work will be presented as a criteria performance specification requiring the successful fire protection contractor to provide actual

1230 Oakley Seaver Dr. Ste 200
FFAE Clermont FL 34711
Fax: (888) 850-3321

www.forefrontae.com

Tel: (888) 850- 2

engineered signed and sealed professional engineering drawings and hydraulic calculations for the entire fire protection system.

Landscape Architecture - (Green Consulting Group, Inc.)

- Initial meeting with Client to review landscape details and project landscape requirements
- Research all landscape code requirements
- Preparation of landscape plan including the location, size, and type of all landscape materials to be used on site, and the general location and type of all existing vegetation to be preserved

Irrigation - (Green Consulting Group, Inc.)

- Preparation of irrigation plan to show sprinkler head layout, valves, specifications, controller and plumbing details, and sleeving locations
- Sod areas will not be included

Civil Engineering

- To be supplied by the Client

Construction Manager

- To be supplied by the Client

Bidding and Negotiation

- Assist Construction Manager in the bidding process

Construction Administration

- Monthly site visits
- Review and response to RFI and Shop drawings
- Review and approve pay applications to contractor
- Produce field report related to site visits
- Preparation of project closeout documentation

Fee Schedule

Basic Fee:

Provide services as defined in Scope of Services for the fee in the amount of:

Phases:

Schematic Design	\$9,800.00
Design Development	\$18,800.00
Construction Documents	\$45,400.00
Bidding/ Negotiations	\$4,500.00
<u>Construction Administration</u>	<u>\$13,500.00</u>
Total	\$92,000.00

1230 Oakley Seaver Dr., Ste 200
FFAE Clermont FL 34711
Fax: (888) 850-3321

www.forefrontae.com

Tel: (888) 850- 3

Disciplines:

Architectural	\$40,480.00
(336 hours x \$65.00) + (149 hours x \$125.00)	
Structural	\$15,870.00
(129 hours x \$65.00) + (60 hours x \$125.00)	
Electrical	\$14,190.00
Mechanical	\$12,210.00
Plumbing	\$3,960.00
Fire Protection	\$2,640.00
Landscape Architecture	\$1,500.00
Irrigation	\$1,150.00
Total	\$92,000.00

Ninety Two Thousand no/100 Dollars (\$92,000.00)

Progress payments shall be made monthly in proportion to the completion of the work. Payment shall be due Net 15 from the date of invoicing. Fixed fee is based on two round of review and redlines to provide completed Construction Documents. Additional reviews and redlines shall be billed at the established reimbursable hourly expense. Fixed fee shall include sets of design documents listed above, documents required at permit submittal, and any shipping fees. Additional documents shall be at the fee listed below.

Personnel Hourly Rates:

Principals:	\$150.00 per hour	Technicians:	\$65.00 per hour
Licensed Professionals:	\$125.00 per hour	Admin/Clerical	\$40.00 per hour
Building Inspectors:	\$85.00 per hour		

Reimbursable Expenses:

Direct Expenses:	
11x17 bonds	\$0.24 per page
17x22 bonds	\$0.50 per page
18x24 bonds	\$0.50 per page
24x36 bonds	\$1.00 per page
Letter size photocopies	\$0.25 per page
Magnetic recording	\$45.00 per disk
Shipping/handling and Courier	1.1 times direct cost
Telephone	1.1 times direct cost
Transportation and travel	1.1 times direct cost
Mileage (via automobile)	\$0.55 per mile
Tolls, and Parking Fees	Direct Cost
Lodging and meals	1.1 times direct cost
Project Related Photography	Included in Inspection Service

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Project Timeline:

The anticipated timeline of this project shall be 3 ½ months from the date of the signed contract to the delivery of the construction documents for permitting. This timeline is subject to change with the addition of items not listed within the Project Scope listed above.

Consultants:

Mechanical, Electrical, Plumbing, Fire Protection
Ingenuity Engineers, Inc.
4798 New Broad Street, Suite 300
Orlando, FL 32814

Landscape Architecture & Irrigation
Green Consulting Group, Inc.
4070 United Avenue
Mount Dora, FL 32757


Project Team:

Forefront Architecture and Engineering
Norman Gross – Architect/ Principle in Charge
Brian Zimmerman – Architect/ Project Manager
Chris Smith – Structural Engineer
Steve Rice – Structural Designer
Mike Vitale – Quality Control
David Oneill – Job Captain/ Draftsman

It is specifically understood in accordance with Chapter 2013-028, Laws of Florida, that the design professionals are not personally liable. The business entity maintains required insurance coverage.

PURSUANT TO F.S.A. § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE AS LONG AS ALL CONDITIONS SET FORTH IN F.S.A. § 558.0035(1)(a)-(e) ARE FULLY SATISFIED.

Offered by Forefront Architecture and Engineering, LLC:


(signature) 06.09.16
(date)
Norman P. Gross, President
(printed name/title)

Accepted by (Client):

(signature) (date)

(printed name/title)

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